



Arizona Public Service - Payson District

400 W Longhorn Road
Payson, AZ 85541

Phone: (928) 474-7642
Fax: (928) 474-7629

June 29, 2012

Gila County
1400 E. Ash Street
Globe, AZ 85501

RE: Reminder of Public Safety issues and minimum approach distance requirements when working near overhead or underground power lines.

Dear Sirs:

We appreciate the opportunity to assist you with your construction project, and would like to take this occasion to provide you with important information about safety regulations which apply to all work performed near overhead or underground power lines.

Prior to start of construction, you should be familiar with several clearance requirements regarding work performed near overhead and underground power lines. These include, but are not limited to, (i) Arizona law regarding high voltage overhead power lines and safety restrictions, (ii) Arizona law requiring underground facilities safe excavation practices, (iii) The National Electrical Safety Code, and (iv) regulations promulgated by the Occupational Safety and Health Administration (OSHA).

By taking a few moments now to review these safety requirements, you should be better able to complete your project in a safe and timely manner and reduce the possibility of accidents. Your compliance with these requirements in cooperation with APS will not only help you maintain project safety, but reduce the expense of project delays and damage claims.

Overhead Power Lines:

Arizona law regarding "High Voltage Power Lines and Safety Restrictions" (A.R.S. 40-360.41 through 45) requires that a minimum clearance of ten (10) feet be maintained between an energized power line of up to 50 kV and a piece of mechanical equipment, its load and any attachments such as "tag lines." Energized power lines with higher voltages require even greater distances. New OSHA regulations regarding the use of cranes may require even greater clearance distances.

In fact, the Arizona law states that, "A person or business entity shall not..operate any mechanical equipment or hoisting equipment or any load of such equipment, **any part of which is CAPABLE OF vertical, lateral or swinging motion closer to any high voltage overhead lines than**" the minimum clearance distance, "unless prior arrangements have been made with the utility company to make sure that the work can be performed safely."

This means that before doing any work near overhead power lines, you must: (1) consult with APS regarding the specific work you have planned near overhead power lines, and the specific date you plan to do the work; and (2) you must make specific arrangements with APS so that the work can be done safely.

If you anticipate your project "work" will require activity closer to overhead power lines than these minimum standards allow, you must call APS at: 928-474-7642 and ask for Karen Killen to meet with you at the construction site to address your construction plans so that appropriate safety precautions can be made. **No work can be done until safe work arrangements have been made with APS.** Failure to comply with this statute may not only be hazardous to your employees, but could result in damage claims against you. Violations of this statute could also subject you to a five thousand dollar (\$5,000) fine from the State as well as applicable fines from OSHA.

The National Electrical Safety Code "NESC" specifies clearances that must be maintained between power lines and buildings, signs and other structures. These clearances vary with the voltage of the line, activity expected near the line and the structure that may be near the line. If you construct buildings, signs or other structures nearer to existing power lines than the NESC authorizes, such construction activity may not only be hazardous to your employees (and a violation of OSHA and Arizona safety laws), but it may also subject you to the cost of correcting NESC code violations.

Underground Power Lines:

Arizona law regarding "Underground Facilities" (A.R.S. 40-360.21 through 32) requires that you arrange for locating the position of underground facilities before beginning any excavation, and that you take necessary measures (including only hand digging within two feet of underground facilities) to ensure that the facilities are not cut or damaged. Failure to do so may not only be hazardous to your employees, but could result in damage claims against you. Violation of this statute may also subject you to a five thousand dollar (\$5,000.00) fine from the state. You may make arrangements for locating underground power lines free of charge by calling the Arizona Blue Stake Center at least two (2) full working days excluding holidays prior to performing any excavation. Please use the following number 1-800-782-5348 outside of Maricopa County, or you can use the nationally recognized three (3) digit number 811 to contact the Arizona Blue Stake Center, Monday through Friday excluding holidays from 6:00 am through 5:00 pm.

Please remember these safety standards and requirements along with applicable city ordinances when planning and constructing your projects. For a more complete statement of the law, refer to the attached brochure and the referenced statutes. If your specific needs require assistance from APS, please call the number listed above. Thank you for your interest in safety.

Sincerely,



Karen A. Killen

CSR – Payson Office



Applicant Safety Acknowledgement Form
(to acknowledge receipt of Safety Letter and Safety Brochure)

This is to acknowledge that I have received from the APS Representative a copy of APS' Safety Letter and associated Safety Brochure which outline my responsibilities before and during any excavation, and inform me of minimum approach distances that must be maintained, when working near overhead power lines.

EXTEND OH SECONDARY 50' TO NEW 100 AMP SES
Project Identifying Information

108 W. MAIN STREET, PAYSON, AZ 85541
Project Address

Don E. McDaniel, Jr., Gila County Manager
Printed Name (Applicant or Applicant's Representative)

GILA COUNTY
Company Name (if applicable)

 7/8/12
Signature (Applicant or Applicant's Representative)

Date of Acknowledgement: ____/____/____

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Part Refundable and Part Non-Refundable (requires the Applicant to also be the electric service customer at subject property)

Non-Refundable

APS Work Order # WFNCOMSVC



LINE EXTENSION AGREEMENT
(For the Construction of Electric Distribution Facilities)

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and Gila County

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

- 1.1 APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 108 W. Main Street, Payson, Arizona, in accordance with the attachments set forth in Section 6 to this Agreement and APS' line extension tariff, "Schedule 3, Revision No. 11: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS' Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.
- 1.2 The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows: Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.
- 1.3 Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS' standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.
- 1.4 All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.
- 1.5 Applicant's "on and off" site construction required in support of APS' construction is estimated to begin on 6/20/2012 and to be completed on 6/25/2012. APS' construction is estimated to begin on 7/2/2012 and to be completed on 7/6/2012 contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS' specifications. The dates of APS' construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS' workload, material requirements, or other factors.

2 PAYMENT

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$228.50 DOLLARS, which sum equals the installation cost to APS of extending service to Applicant, as authorized by the Extension Policy. Such payment shall include all costs for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's anticipated load. A breakdown of these costs is attached hereto as the Applicant Charges. Such payment is due to APS upon Applicant's execution of this Agreement.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS' Final Inspection and Approval.

4 REFUNDS

- 4.1 Single-family residential and non-residential extensions may be eligible for a refund of a portion of the payment if all of the applicable requirements to qualify for a refund as set forth in Sections 1.1 or 2.0 of the Extension Policy are met (including the requirement that Applicant will be the customer of record and pay the monthly bills for electric service at the subject property upon permanent occupancy).

Applicant hereby declares that Applicant will X will not _____ be the customer of record and pay the monthly bills for electric service at the subject property upon permanent occupancy. (Applicant to initial the applicable selection.)

- 4.2 If a refund is warranted, the refund will be paid to the Applicant if, at the time the refund becomes payable, the Applicant is the owner (or long term lessee) of the subject property. If the Applicant no longer owns (or holds a long term lease for) the property, the refund will be provided to the current property owner. If the property is owned by multiple parties, the property owners will each receive an equal share of any refunds.
- 4.3 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.
- 4.4 If prior to the start of APS' construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, Applicant shall be entitled to receive a refund of the amount paid less all fees and costs incurred by APS associated with the Agreement prior to cancellation.

5 GENERAL PROVISIONS

- 5.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 If Applicant fails to complete its "on and off" site construction requirements in support of APS' construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 5.6 The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- 5.7 If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

5.8 This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

6 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

<input type="checkbox"/>	Design Sketches
<input type="checkbox"/>	Applicant Charges (Part Refundable and Part Non-Refundable)
<input type="checkbox"/>	Statement of Charges (Part Refundable and Part Non-Refundable)
<input checked="" type="checkbox"/>	Applicant Charges (Non-Refundable)
<input checked="" type="checkbox"/>	Statement of Charges (Non-Refundable)
<input type="checkbox"/>	Pro-Rata Refund Calculation
<input type="checkbox"/>	Pro-Rata Refund Exhibit
<input type="checkbox"/>	Applicant Reimbursement Details

<input checked="" type="checkbox"/>	Sales Invoice
<input type="checkbox"/>	Electric Supply Agreement
<input type="checkbox"/>	Trenching Agreement – Requirements
<input type="checkbox"/>	Utility Easement
<input type="checkbox"/>	Dusk-to-Dawn Work Order
<input type="checkbox"/>	Developer Streetlight Agreement
<input type="checkbox"/>	Street Light Details
<input type="checkbox"/>	Attachment A Signature Page

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

Signature: _____

Name: Steve Quinn

Title: Manager, Gila/Navajo

Date: _____

Study and Design Agreement Payment

APS Invoice #: _____

Amount: \$ _____

Date Received: _____

Material Order Agreement Payment

APS Invoice #: _____

Amount: \$ _____

Date Received: _____

Line Extension Agreement Payment

APS Invoice #: _____

Amount: \$ _____ (Including Taxes)

Date Received: _____

Total Amount Paid \$ _____ (Including Taxes)

APPLICANT or APPLICANT'S REPRESENTATIVE

Signature: Don E. McDaniel, Jr.

Name: Don E. McDaniel, Jr.

Title: Gila County Manager

Date: 7/18/12

Mailing Address:

1400 E. Ash Street

Globe, AZ 85501

Permanent Phone #: (928)425-3231

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

